

FORMAL COMPLAINT



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BEFORE THE ARIZONA CORPORATION COMMISSION

MARC SPITZER
Chairman
JIM IRVIN
Commissioner
WILLIAM A. MUNDELL
Commissioner
JEFF HATCH-MILLER
Commissioner
MIKE GLEASON
Commissioner

T-01051B-03-0668

In the Matter of the Complaint
of Eschelon Telecom of Arizona, Inc.
Against Qwest Corporation

Docket No. _____

COMPLAINT

Eschelon Telecom of Arizona, Inc. ("Eschelon") hereby brings this Complaint
against Qwest Corporation ("Qwest") and alleges as follows:

INTRODUCTION AND PARTIES

1. Eschelon files this Complaint with the Arizona Corporation Commission
("Commission") in order to obtain immediate relief from the refusal of Qwest to honor its
contractual, statutory, and other obligations to provide interconnection at non-
discriminatory rates as required under the Telecommunications Act of 1996 (the "Act")
and state law.

1 2. Specifically, Qwest charges Eschelon higher rates for UNE-Star than it
2 charges to McLeodUSA ("McLeod"). Qwest's refusal to make UNE-Star available to
3 Eschelon at the same rate it is provided to McLeod is contrary to the Act, the parties'
4 Interconnection Agreement (ICA), Sections 40-334 and 40-361 of the Arizona Revised
5 Statutes and R14-2-1112 of the Arizona Administrative Code.

7 3. Due to the continuous nature of Qwest's violations of law related to these
8 practices, Eschelon requests that the Commission order Qwest to provide UNE-Star to
9 Eschelon at the same rate it is provided to McLeod, and, pursuant to A.R.S. § 40-248,
10 issue refunds to Eschelon for the period of September 2002, through to the present.
11 Eschelon requests such further relief as may be just and reasonable and in accordance with
12 applicable Arizona and federal law, including, without limitation, the issuance of an
13 administrative penalty order by the Commission.
14
15

16 4. Eschelon is a competitive local exchange carrier ("CLEC") providing local
17 and interexchange telecommunications services in Qwest's service territory in Arizona,
18 primarily serving small business customers. As a CLEC in competition with Qwest and
19 other CLECs, Eschelon must establish and retain its reputation as a viable alternative to
20 the incumbent telephone company. In order to compete, Eschelon must avail itself of
21 rights provided under law to gain competitive access to the market.
22

23 5. Eschelon's principal place of business is 730 Second Avenue South, Suite
24 1200, Minneapolis, Minnesota 55402.
25
26

1 6. Eschelon is certified to provide local exchange service in Arizona pursuant
2 to orders of the Commission dated June 28, 2000.

3 7. Eschelon is represented in this proceeding by its attorneys:

4 Thomas H. Campbell
5 Michael T. Hallam
6 LEWIS AND ROCA LLP
7 40 N. Central Avenue
8 Phoenix, Arizona 85004

9 Copies of all documents in this proceeding should also be sent to:

10 Dennis D. Ahlers
11 Eschelon Telecom, Inc.
12 730 Second Avenue South, Suite 1200
13 Minneapolis, MN 55402-2456

14 8. Respondent Qwest is a Colorado corporation, with offices and operations in
15 Arizona. Qwest is an incumbent local exchange carrier ("ILEC") within the meaning of
16 Section 251(h) of the Telecommunications Act of 1996 (the "Act"), and provides local
17 exchange, exchange access and interexchange services in Arizona subject to the
18 Commission's regulatory authority. Qwest is the dominant monopoly provider of local
19 exchange service in Arizona.

20 9. Eschelon will serve by mail a copy of this Complaint on:

21 Qwest Communications Director
22 Interconnection Compliance
23 1801 California Street
24 Room 2410
25 Denver, Colorado 80202

26 CT Corporation System
 3225 N. Central Avenue
 Phoenix, Arizona 85012

 Qwest Law Department
 General Counsel
 Inter-Connection
 1801 California Street
 51st Floor
 Denver, Colorado 80202

 Timothy Berg, Esq.
 Fennemore Craig
 3003 N. Central Ave., Ste. 2600
 Phoenix, Arizona 85012-2913

JURISDICTION

10. The Commission has jurisdiction over this Complaint pursuant to 47 U.S.C. § 251(c)(2)(D) and (3), 47 U.S.C. § 252(e) (authority of state commissions to enforce interconnection agreements), 47 U.S.C. § 252(i) and 47 C.F.R. 51.809 (1997), and A.R.S. §§ 40-246, 40-248, 40-249, 40-334 and 40-361.

FACTUAL BACKGROUND

11. On April 28, 2000, in Decision No. 62489, the Commission approved an Agreement For Local Wireline Network Interconnection and Service Resale (the “Interconnection Agreement” or “Agreement”) between Qwest and Eschelon. Relevant excerpts from a true and correct copy of the Interconnection Agreement are attached as Exhibit 1.

12. The Parties’ Interconnection Agreement provides that if the Parties cannot resolve a dispute they may apply to the Commission for resolution. *See* Exhibit 1 at Part A, 27.2.

13. Qwest and McLeod entered into Amendment No. 4 to their Interconnection Agreement effective October 1, 2000. *See* Exhibit 2. That Amendment provides for the purchase of UNE-M or UNE-Star¹ at the recurring rate of \$30.80 per month for service in

¹ At various times and in various documents, the services at issue are referred to as UNE-P, UNE-E, UNE-M, or UNE-Star. However, the services and amendments in question all concern the same service. Throughout this document, the term UNE-Star will be used to refer to all three.

1 the State of Arizona. The Amendment has a termination date of December 31, 2003. *See*
2 Exhibit 2.

3 14. Qwest and Eschelon entered into Amendment No. 7 to their Interconnection
4 Agreement effective October 1, 2000. *See* Exhibit 3. The Amendment was approved by
5 the Commission on February 2, 2001, in Decision No. 63336. That Amendment also
6 provides for the purchase of UNE-Star at \$30.80 per month in Arizona. *See* Exhibit 3,
7 Attachment 3.2 to Amendment No. 7. The Amendment has a termination date of
8 December 31, 2005.
9
10

11 15. Therefore, both Eschelon and McLeod had amendments in place effective
12 October 1, 2000 allowing them to purchase UNE-Star at the same monthly recurring rate
13 even though the termination dates and volume commitments differed greatly between the
14 two agreements.
15

16 16. Eschelon and Qwest entered into an Amendment to their Interconnection
17 Agreement effective July 1, 2001, which amended UNE-Star to allow Eschelon to
18 purchase switch-based Advanced Intelligent Network (AIN) features, at retail rates, as
19 well as other switch-based features and listing charges to be included in the UNE-Star
20 (referred to in the Amendment as UNE-P) flat rate. *See* Exhibit 4. Adding additional
21 features into the flat-rated UNE-Star charge for the right to purchase such AIN features as
22 a part of UNE-Star resulted in a 35-cent increase in the recurring rates for Eschelon from
23 \$30.80 to \$31.15 per month. *See* Exhibit 4, Amended Attachment 3.2.
24
25
26

1 17. On September 19, 2002, McLeod and Qwest entered into an Amendment of
2 their UNE-Star Agreement, which substantially reduced the price of UNE-Star for
3 McLeod. The Amendment provided for a reduction of UNE-Star rates in Arizona from
4 \$30.80 per month to \$20.61 per month for McLeod, a rate reduction of over 33%. The
5 termination date and volume commitments in the McLeod UNE-Star Agreement remained
6 unchanged. A true and correct copy of the McLeod Amendment is attached hereto as
7 Exhibit 5.
8

9
10 18. Immediately thereafter, Eschelon asked Qwest to give it the same UNE-Star
11 rates as those made available to McLeod. *See* Letter to Davis and Higer dated October 29,
12 2002, attached as Exhibit 6. Qwest has repeatedly refused to do so unless Eschelon agrees
13 to all other terms and conditions of the Qwest/McLeod Amendment, including the volume
14 and term conditions. *See* Qwest Letters, attached as Exhibit 7.
15

16 19. The FCC promulgated a rule to implement Section 252(i) of the Act. That
17 rule is 47 CFR § 51.809 (1997) and provides, in relevant part:

18 An incumbent LEC shall make available without unreasonable delay to any
19 requesting telecommunications carrier any individual interconnection,
20 service, or network element arrangement contained in any agreement to
21 which it is a party that is approved by a state commission pursuant to section
22 252 of the Act, upon the same rates, terms, and conditions as those provided
23 in the agreement.

24 20. Pursuant to Section 252(i) of the Act, Eschelon is only required to accept
25 those provisions of the McLeod Agreement that are legitimately related to the price term
26 that Eschelon wishes to “pick and choose” from that Agreement. As the Supreme Court
 stated in upholding the FCC “pick and choose” rule, “The Commission has said that an

1 incumbent LEC can require a requesting carrier to accept all terms that it can prove are
2 'legitimately related' to the desired term Section 252(i) certainly demands no more
3 than that." *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366, 396, 119 S. Ct. 721 (1999).
4

5 21. If the ILEC is proposing to treat two CLECs differently as to price, it must
6 be able to prove that the difference is based on cost differences.

7 As the FCC stated:

8 [W]here an incumbent LEC proposes to treat one carrier differently than
9 another, the incumbent LEC must prove to the state commission that that
10 differential treatment is justified based on the cost to the LEC of providing
11 that element to the carrier.

12 First Report and Order, CC Docket No. 96-98 (released August 8, 1996) ¶ 1314.

13 22. Because the two UNE-Star agreements are essentially the same except for
14 termination date and volume, Eschelon is accepting all of the provisions that are truly
15 related to the price. The few differences in the McLeod and Eschelon UNE-Star
16 agreements are not reasonably related to the price that McLeod pays and thus are not
17 impediments to Eschelon's request to opt into that price.
18

19 23. The rates for UNE-Star are not dependent on volume. If they were, the rates
20 originally charged to McLeod and Eschelon for that product would not have been identical
21 since the volumes required were drastically different. Furthermore, when the rates were
22 reduced by a third in the McLeod amendment, the volume requirements did not change.
23

24 24. The rates for UNE-Star are not tied to the termination date. The termination
25 dates of the original McLeod and Eschelon UNE-Star agreements were different by two
26

1 years, yet the rates were identical. The termination date of the McLeod agreement did not
2 change in the Amendment, but the price was substantially reduced. Thus the rate is
3 independent of the termination date.
4

5 25. The only difference in the UNE-Star services provided to Eschelon and
6 McLeod is an agreement between Eschelon and Qwest that gives Eschelon the opportunity
7 to order additional features at a flat-rated charge. However, because that charge was
8 specifically added to the Eschelon agreement for that opportunity, it does not justify any
9 additional difference in the price. The presence of that amendment does not explain or
10 justify the 50% discrimination between the Eschelon and McLeod price and is not related
11 to that difference. In other words, the additional \$.35 per month that Eschelon agreed to
12 pay for additional options does not justify the additional difference of \$10 per month that
13 Eschelon pays for UNE-Star.
14
15

16 26. Since September of 2001, Qwest has been charging McLeod \$20.61 per
17 month for UNE-Star, approximately \$10.00 less than it has been charging Eschelon for the
18 same service. Eschelon pays 50% more per month for UNE-Star than does McLeod.
19

20 27. Eschelon's Interconnection Agreement provides that Qwest must provide
21 network elements to Eschelon on rates, terms, and conditions that are just, reasonable and
22 non-discriminatory and on terms that are no less favorable than those provided to itself or
23 any other party. See Exhibit 1, Attachment 3, Sections 2.1 and 2.9.1.
24

25 28. The UNE-Star provided to Eschelon is provided on terms much less
26 favorable than those provided to McLeod.

1 29. Pursuant to Sections 251(c)(2)(D), 251(c)(3) and 252(i) of the Act, Eschelon
2 has a right to non-discriminatory rates for all services and unbundled network elements
3 including UNE-Star.

4
5 30. A claim of unreasonable discrimination under the Act consists of three
6 elements: (1) whether the services are “like,” (2) if so, whether the services were provided
7 under different terms or conditions, and (3) whether any such difference was reasonable.
8 *National Communications Ass’n, Inc. v. AT&T Corp.*, 238 F.3d 124, 127 (2nd Cir. 2001).
9 In that respect, the courts have recognized that because two services are “like,” such that
10 they shared a “functional similarity,” there was “good cause to suspect that there was little
11 justification for [a] large difference in the rates charged[.]” *Id.* at 130 (*citing Western*
12 *Union Int’l, Inc. v. FCC*, 568 F.2d 1012, 1017-18 & n.11 (2d Cir. 1977)).
13

14
15 31. In this case (1) the services are identical, (2) all of the relevant terms are the
16 same and (3) the differences in price are not reasonably related to any differences that do
17 exist between the services.

18
19 32. The price difference between the McLeod UNE-Star and Eschelon UNE-Star
20 is clearly discriminatory. *Cf. American Tel. & Tel. Co. v. Central Office Tel., Inc.*,
21 524 U.S. 214, 223, 118 S.Ct. 1956 (1998) (“[T]he policy of non-discriminatory rates is
22 violated when similarly situated customers pay different rates for the same services.”)

23 33. Section 252 of the Act and Sections 40-248, 40-334 and 40-361 of the
24 Arizona Revised Statutes require that Qwest make UNE-Star available to Eschelon at
25 reasonable and nondiscriminatory rates. Qwest refuses to do so. As a consequence,
26

1 Qwest has overcharged Eschelon for each month since the McLeod UNE-Star rate became
2 effective, and is continuing to do so on an ongoing basis. Eschelon estimates that by
3 December 31, 2003, Qwest will have overcharged Eschelon \$213,557.00 for UNE-Star in
4 Arizona.
5

6 **RELIEF REQUESTED**

7
8 WHEREFORE, Eschelon respectfully requests that the Commission:

- 9 A. Find that Eschelon is entitled to the same rates as McLeod for UNE-Star.
10 B. Find that Eschelon is entitled to such rates from their inception in
11 September 2002.
12 C. Order that Qwest immediately make UNE-Star available to Eschelon at
13 the equivalent rates that it is available to McLeodUSA, plus \$.35 per month.
14 D. Order Qwest to refund to Eschelon the difference between the rate for
15 UNE-Star available to McLeod and the rate Eschelon has been paying, less \$.35 per
16 month, from September through the effective date of the Commission's Order.
17 E. Grant such other relief as the Commission deems appropriate.
18

19
20 DATED this 11th day of September, 2003.

21 LEWIS AND ROCA LLP

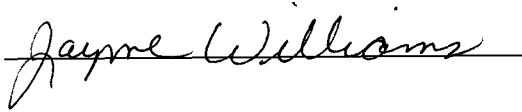
22
23 

24 Thomas H. Campbell
25 Michael T. Hallam
26 40 N. Central Avenue
Phoenix, Arizona 85004

Attorneys for Eschelon Telecom of Arizona, Inc.

1
2 ORIGINAL and fourteen (14) copies
3 of the foregoing filed this 11th day of
September, 2003, with:

4 The Arizona Corporation Commission
5 Utilities Division – Docket Control
6 1200 W. Washington Street
7 Phoenix, Arizona 85007

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Exhibit 1

**AGREEMENT
FOR LOCAL WIRELINE NETWORK INTERCONNECTION
AND
SERVICE RESALE**

**Between
ADVANCED TELECOMMUNICATIONS, INC.
and
U S WEST Communications, Inc.**

**For the State of
Arizona**

**Agreement Number
CDS-000106-0212**

Denver, Colorado, and the governing law shall be in accordance with Section 21.1 above.

27.2¹⁴ In the event CO-PROVIDER and U S WEST are unable to agree on certain issues during the term of this Agreement, the Parties may identify such issues for arbitration before the Commission. Only those points identified by the Parties for arbitration will be submitted.

27.3 If a Dispute is submitted to arbitration pursuant to Section 27.1 above, the procedures described in this Section 27.3 shall apply, notwithstanding the then current rules of the AAA. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set forth below. Each party may submit in writing to a Party, and that Party shall so respond, to an agreed amount of the following: interrogatories, demands to produce documents, and requests for admission. Not less than ten (10) days prior to the arbitration hearing, the Parties shall exchange witness and exhibit lists. Deposition discovery shall be controlled by the arbitrator. Additional discovery may be permitted upon mutual agreement of the Parties or the determination of the arbitrator. The arbitration hearing shall be commenced within thirty (30) days after a demand for arbitration by either Party and shall be held in Denver, Colorado. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within seven (7) days after the close of the hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the Parties and judgment upon the award rendered by the arbitrator may be entered in a court having jurisdiction. The decision shall also be submitted to the Commission.

28. Nondisclosure

28.1 All information, including, but not limited to, specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data (a) furnished by one Party to the other Party dealing with Customer specific, facility specific, or usage specific information, other than Customer information communicated for the purpose of publication of directory database inclusion, or (b) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (c) declared orally or in writing to the Recipient at the time of delivery, or by written notice given to the Recipient within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Discloser. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

28.2 Upon request by the Discloser, the Recipient shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the Recipient's legal counsel may retain one (1) copy for archival purposes.

28.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement.

¹⁴ AT&T Order, p. 33 at Issue 76.

UNBUNDLED ACCESS/ELEMENTS

1. Introduction

- 1.1 U S WEST shall provide unbundled Network Elements in accordance with this Agreement, the Act, FCC rules and regulations, and state rules, regulations and orders. The price for each Network Element is set forth in Attachment 1 of this Agreement. Except as otherwise set forth in this Attachment, CO-PROVIDER may order Network Elements as of the Effective Date of this Agreement.
- 1.2 General Terms
 - 1.2.1 U S WEST agrees to make available the following unbundled Network Elements which are addressed in more detail in the following sections of this Attachment: (a) local loop, (b) local and tandem switches (**including all vertical switching features provided by such switches**), (c) interoffice transmission facilities, (d) network interface devices, (e) signaling and call-related database facilities, (f) operations support systems functions, and (g) operator and directory assistance facilities.¹
 - 1.2.2 U S WEST shall offer each Network Element individually and in Combinations with any other Network Element or Network Elements in order to permit CO-PROVIDER to combine such Network Element or Network Elements obtained from U S WEST or with network components provided by itself or by third parties to provide Telecommunications Services to its subscribers. CO-PROVIDER may purchase unbundled Network Elements individually or in Combinations without restrictions as to how those elements may be rebundled.²

2. Unbundled Network Elements

- 2.1 U S WEST shall offer Network Elements to CO-PROVIDER on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 2.2 U S WEST shall permit CO-PROVIDER to connect CO-PROVIDER's facilities or facilities provided to CO-PROVIDER by third parties with each of U S WEST's unbundled Network Elements at any technically feasible point designated by CO-PROVIDER.
- 2.3 CO-PROVIDER may use one or more Network Elements to provide any feature, function, capability, or service option such Network Element(s) is capable of providing or any feature,

¹ MCI Order, p. 25 and AT&T Order, p. 11 at Issue 18.

² MCI Order, p. 11 at Issue 14 and AT&T Order, p. 13 at Issue 25.

function, capability, or service option described in the technical references identified herein, or as may otherwise be determined by CO-PROVIDER.

2.3.1 CO-PROVIDER may, at its option, designate any technically feasible method of access to unbundled Network Elements, including access methods currently or previously in use by U S WEST.

2.4 CO-PROVIDER may purchase unbundled Network Elements without restrictions as to how CO-PROVIDER may rebundle those elements.³

2.5 For each Network Element, U S WEST shall provide a demarcation point (e.g., at a Digital Signal Cross Connect, DCS, Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to the CO-PROVIDER side of such demarcation point, which CO-PROVIDER agrees is suitable. Where U S WEST provides combined Network Elements at CO-PROVIDER's direction, however, no demarcation point shall exist between such contiguous Network Elements.

2.6 [Intentionally left blank for numbering consistency]

2.7 This Attachment describes the initial set of Network Elements which CO-PROVIDER and U S WEST have identified as of the Effective Date of this Agreement:

- Loop
- Network Interface Device
- Distribution (subject to the BFR)
- Local Switching
- Operator Systems
- Shared Transport
- Common Transport
- Dedicated Transport
- Signaling Link Transport
- Signaling Transfer Points
- Service Control Points/Databases
- Tandem Switching
- 911
- Directory Assistance

2.8 CO-PROVIDER and U S WEST agree that the Network Elements identified in this Attachment are not all of the possible Network Elements.

2.9 CO-PROVIDER may identify additional or revised Network Elements as necessary to provide Telecommunications Services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, customer demand, or other requirements.

2.9.1 CO-PROVIDER will request such Network Elements in accordance with the Bona Fide Request process described in Part A of this Agreement. Additionally, if

³ MCI Order, p. 11 at Issue 14 and AT&T Order, p.13 at Issue 25.

U S WEST provides any Network Element that is not identified in this Agreement to itself, to its own subscribers, to a U S WEST Affiliate or to any other Person, U S WEST shall make available the same Network Element to CO-PROVIDER on terms and conditions no less favorable to CO-PROVIDER than those provided to itself or to any other party.

3. Standards for Network Elements

- 3.1 Each Network Element shall be furnished at a service level equal to or better than the requirements set forth in the technical references identified herein for each such Network Element, as well as any performance or other requirements, identified in this Attachment, subject to Sections 1.3.1 and 1.3.2 of Part A of this Agreement.
- 3.2 If one or more of the requirements set forth in this Agreement are in conflict, the Parties agree to resolve such conflict in accordance with the dispute resolution provisions of Part A of this Agreement.
 - 3.2.1 U S WEST shall provide to CO-PROVIDER, upon request, engineering, design, performance and other network data sufficient for CO-PROVIDER to determine that the requirements of this Section 3 are being met. In the event such data indicates that the requirements set forth herein are not being met, U S WEST shall, within ten (10) days, cure any design, performance or other deficiency and provide new data sufficient for CO-PROVIDER to determine that such deficiencies have been cured.
 - 3.2.2 U S WEST agrees to work cooperatively with CO-PROVIDER to provide Network Elements that will meet CO-PROVIDER's needs in providing Telecommunications Services to its subscribers.
- 3.3 Unless otherwise requested by CO-PROVIDER, each Network Element or any Combination thereof and the connections between Network Elements provided by U S WEST to CO-PROVIDER shall be made available to CO-PROVIDER at any technically feasible point, that is equal to or better than the manner in which U S WEST provides such Network Elements, Combinations and connections to itself, its own subscribers, to a U S WEST Affiliate or to any other Person.

Description of Unbundled Elements

4. -Tandem Switching

U S WEST will provide a tandem switching element ("Tandem Switching") on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two (2) other switches. The definition of the tandem switching element also includes the functions centralized in tandems rather than in separate end office switches, such as call recording, the routing of calls to Operator Services, and signaling conversion functions.

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Exhibit 2

**Amendment No. 4 to the Interconnection Agreement
Between
McLeodUSA Telecommunications Services, Inc.
and
Qwest Corporation
f.k.a. U S WEST Communications, Inc.
for the State of Arizona**

This Amendment No. 4 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, McLeodUSA and Qwest entered into an Interconnection Agreement for service in the state of Arizona which was approved by the Arizona Corporation Commission on December 14, 2000; and

WHEREAS, McLeodUSA and Qwest desire to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to add terms, conditions and rates for the business-to-business relationship as set forth in Amendment 4 and Attachment 3.2 attached hereto and incorporated herein.

2. Effective date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties agree to implement the provisions of this Amendment effective October 1, 2000.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

AMENDMENT 4

INTERCONNECTION AGREEMENT AMENDMENT TERMS

This Amendment Agreement ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation ("Qwest") (collectively, the "Parties") on this 26th day of October, 2000.

The Parties agree to file this Amendment as an amendment all Interconnection Agreements ("Agreements" and, singularly, "Agreement") between them, now in effect or entered into prior to December 31, 2003, with the Amendment containing the following provisions:

1. This Amendment is entered into between the Parties based on the following conditions, and such conditions being integrally and inextricably are a material part of this agreement:

1.1 McLeodUSA purchased, as of the end of 1999 over 200,000 local exchange lines for resale from Qwest (throughout the 14-state area where Qwest is an incumbent local exchange carrier).

1.2 Qwest and McLeodUSA currently have an agreement, on a region-wide basis, for the exchange of local traffic, including Internet-related traffic, on a "bill and keep" basis, that provides for the mutual recovery of costs through the offsetting of reciprocal obligations for local exchange traffic which originates with a customers of one company and terminates to a customer of the other company, provided however, that these provisions will not affect or avoid the obligations to pay the rates set out on Attachment 3.2.

1.3 The Parties wish to establish a business-to-business relationship and have agreed that they will attempt to resolve all differences or issues that may arise under the Agreements or this Amendment under the escalation process to be established between the parties, and modified if appropriate.

1.4 The Parties agree that the terms and conditions contained in this Amendment are based on current characteristics of McLeodUSA, which includes service to business and Centrex-related customers and includes a fair representation of all businesses, with no large proportion of usage going to a particular type of business.

1.5 The Parties agree that the terms and conditions contained in this Amendment are based on the characteristics of McLeodUSA's traffic patterns, which does not include identifiable usage by any particular type of user.

1.6 This Amendment shall be deemed effective on October 1, 2000, subject to approval by the appropriate state commissions, and the parties agree to implement the terms of the Amendment effective October 1, 2000. This Amendment will be

AMENDMENT 4

incorporated in any future Agreements, but nothing in any new Agreement will extend the termination date of this Amendment or its terms beyond the term provided herein. Nothing in this Amendment will extend the expiration date of any existing interconnection agreement. This Amendment and the underlying Agreement shall be binding on Qwest and McLeodUSA and their subsidiaries, successors and assigns.

1.7 In interpreting this Amendment, all attempts will be made to read the provisions of this Amendment consistent with Agreements and all effective amendments. In the event that there is a conflict between this Amendment and an Agreement or previous amendments, the terms and conditions of this Amendment shall supersede all previous documents.

1.8 Except as modified herein, the provisions of the Agreements shall remain in full force and effect. Neither the Agreements nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This specifically excludes amendments resulting from regulatory or judicial decisions regarding pricing of unbundled network elements, which shall have no effect on the pricing offered under this Amendment, prior to termination of this Amendment.

1.9 The Parties intending to be legally bound have executed this Amendment effective as of October 1, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.10 Unless terminated as provided in this section, the initial term of this Amendment is from the date of signing until December 31, 2003 ("Initial Term") and this Amendment shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This Amendment can only be terminated during the Initial Term in the event the Parties agree.

1.11 In the event of termination, the pricing, terms, and conditions for all services and network elements purchased under this Amendment shall immediately be converted, at the option of McLeodUSA, to either other prevailing prices for combinations of network elements, or to retail services purchased at the prevailing wholesale discount. In either case, if and to the extent conversion of service is necessary, reasonable and appropriate cost-based nonrecurring charges will apply.

1.12 All factual preconditions and duties set forth in this Amendment are, are intended to be, and are considered by the parties to be, reasonably related to, and dependent upon each other.

1.13 To the extent any Agreement does not contain a force majeure provision, then if either party's performance of this Amendment or any obligation under this Amendment is prevented, restricted or interfered with by causes beyond such parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism

AMENDMENT 4

which reasonable precautions could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal, state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes or work stoppages or vendor failures, cable cuts, shortages, breach or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure").

1.14 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, McLeodUSA agrees to the following:

2.1 To pay Qwest \$43.5 million to convert to the Platform described herein and in Attachment 3.2.

2.2 Based on all the terms and conditions contained herein, McLeodUSA may also purchase DSL and voice mail (at full retail rates) from Qwest for resale.

2.3 During each of the three calendar years of this Amendment, to maintain for the purpose of providing service to McLeodUSA's customers, no fewer than 275,000 local exchange lines purchased from Qwest, and to maintain on Qwest local exchange lines to end users at least seventy percent (70%) (in terms of physical non-DS1/DS3 facilities) of McLeodUSA's local exchange service in the region where Qwest is the incumbent local exchange service provider. In addition, beginning in 2001, at least 1000 lines will be maintained in each state (including no less than 125,000 lines in the state of Iowa) in which Qwest is the incumbent local exchange service provider. For purposes of this provision, local exchange lines purchased include lines purchased for resale and unbundled loops, whether purchased alone or in combination with other network elements. This minimum line commitment will be reduced proportionally in the event Qwest sells any exchanges where it is currently the incumbent local exchange service provider.

2.4 To place orders for the product offered in this amendment, and for features associated with the product, using (at McLeodUSA's option) primarily through either IMA or EDI electronic interfaces offered by Qwest.

2.5 To remain on a "bill and keep" basis for the exchange of local traffic and

AMENDMENT 4

Internet-related traffic, with Qwest, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

2.6 To enter into and maintain interconnection agreements, or one regional agreement, covering the provision of Products in each state of the entire territory where Qwest is the incumbent local exchange service provider.

2.7 To provide Qwest accurate daily working telephone numbers of McLeodUSA customers to allow Qwest to provide daily usage information to McLeodUSA so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.

2.8 To provide Qwest with rolling 12 month forecasted line volumes to the central office level for unbundled loops, and otherwise where marketing campaigns are conducted, updated quarterly.

2.9 To hold Qwest harmless in the event of disputes between McLeodUSA and other carriers regarding the billing of access or other charges associated with usage measured by a Qwest switch; provided that Qwest agrees to cooperate in any investigation related to such a dispute to the extent necessary to determine the type and accuracy of such usage.

3. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 2, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to the following:

3.1 To waive and release all charges associated with conversion from resold services to the unbundled network platform and for terminating McLeodUSA contracts for services purchased from Qwest for resale as described in this amendment.


3.2 To provide throughout the term of this Amendment the Platform and Products described herein and in Attachment 3.2, regardless of regulatory or judicial decisions on components of an unbundled network element platform, upon the rates, terms and conditions described herein and in Attachment 3.2.

3.3 To provide daily usage information to McLeodUSA, for the working telephone numbers supplied to Qwest by McLeodUSA, so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.

3.4 To remain on a "bill and keep" basis for the exchange of local traffic and Internet-related traffic with McLeodUSA, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

3.5 To provide (at McLeodUSA's option) IMA and EDI electronic interfaces to adequately support the product described in section 3.2.

**McLeodUSA Telecommunications
Services, Inc.**


Authorized Signature

Blake O. Fisher
Name Printed/Typed

Group Vice President
Title

October 26, 2000
Date

Qwest Corporation

Authorized Signature

Name Printed/Typed

Title

October 26, 2000
Date

3.5 To provide (at McLeodUSA's option) IMA and EDI electronic interfaces to adequately support the product described in section 3.2.

McLeodUSA Telecommunications
Services, Inc.

Authorized Signature

Blake D. Fisher

Name Printed/Typed

Group Vice President

Title

October 26, 2000

Date

Qwest Corporation

Authorized Signature

GREGORY M. CASEY

Name Printed/Typed

EXEC. VP.

Title

October 26, 2000

Date

Attachment 3.2

- I. Performance by McLeodUSA of the covenants and agreements in section 2 of the Amendment to which this Attachment is a part.
- II. Performance by Qwest of the covenants and agreements in section 3 of the Amendment to which this Attachment is a part.
- III. State recurring rates for lines, adjustments, charges, other terms and conditions, included and excluded platform features, are at the end of this attachment, and are subject to and clarified by the following:
 - A. In determining state-wide usage McLeodUSA agrees to allow Qwest to audit its records of usage of the platform on a quarterly basis. If average usage exceeds the 525 minutes per month for a three month period, or the agreed upon measurement period, on a state-by-state basis, all platform service shall be increased by the appropriate increment. The first increment audit will be conducted during December 2000. If average usage is above 525 minutes on a state-wide basis, the incremental usage element will not be applied for January, February and March usage, or the agreed upon measurement period. The second incremental audit will be conducted in March of 2001 based upon December, January and February usage, or the agreed upon measurement period. If the average usage is above 525 minutes for that quarter, then the appropriate increment usage element(s) will be applied to April, May and June usage, or the agreed upon measurement period. All audits will follow on a rolling quarterly basis, and all increments shall be applied on a rolling basis at the state level.
 - B. The rates provided for by this platform do not apply to usage associated with toll traffic. Additional local usage charges will apply to usage associated with toll traffic.
 - C. Platform rates include only one primary listing per telephone number.
 - D. Rates for voice messaging and DSL service are retail rates and are offered conditioned on paragraph I above where such services are available.
 - E. Rates associates with miscellaneous charges, or governmental mandates, such as local number portability, shall be passed through to McLeodUSA.
 - F. The Platform rates provided for in this Amendment shall only apply to additions to existing CENTREX common blocks established prior to October 1, 2000, and only apply to business local exchange customers served through this unbundled network element platform where facilities exist. Appropriate charges for any new CENTREX-related services or augments where facilities do not exist will apply. This Amendment only

Attachment 3.2

applies to platform services provided for business users and users of existing CENTREX common blocks. Qwest will not provide McLeodUSA any new CENTREX common blocks. Appropriate nonrecurring charges will apply to any disconnects, charges or additions to this platform. These rates do not apply to basic residential exchange (1FR) service.

- G. Any features or functions not explicitly provided for in this Amendment shall be provided only for a charge (both recurring and nonrecurring), based upon Qwest's rates to provide such service in accordance with the terms and conditions of the appropriate tariff or Agreement for the applicable jurisdiction.

PRICES FOR OFFERING

	Platform recurring	Additional charge for each 50 Minute increment > 525 MOU/Month
AZ	30.80	0.280
CO	34.00	0.295
IA	26.04	0.270
ID	33.15	0.295
MN	27.00	0.205
MT	34.95	0.300
ND	28.30	0.260
NE	35.95	0.300
NM	27.15	0.140
OR	26.90	0.170
SD	29.45	0.345
UT	22.60	0.270
WA	24.00	0.195
WY	33.40	0.360

FEATURES INCL IN FLAT RATED UNE- BUSINESS

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long - Customer Change
Station Dial Conferencing (6-Way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Forwarding Variable Remote
Call Park (Basic - Store & Retrieve)
Message Waiting Indication A/V

Attachment 3.2

FEATURES INCL IN EXISTING CENTREX COMMON BLOCKS

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long - Customer Change
Station Dial Conferencing (6-Way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Park (Basic - Store & Retrieve)
Message Waiting Indication A/V
Centrex Management System (CMS)
Station Mssg Detail Recording (SMDS)
Data Call Protection
Hunting Billing
Individual Line Billing
Intercept
Intrasystem Calling
Intercom
Night Service
Outgoing Trunk Queuing
Line Restrictions
Touch Tone
Directed Call Pickup
AIOD
Dial 0
Automatic Call Back Ring Again
Direct Inward Dialing
Direct Outward Dialing
Executive Busy Override
Last Number Redial
Make Set Busy
Network Speed call
Primary Listing

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Exhibit 3

NEW APPLICATION

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DOCKET NO. T-01051B-00-1055

DOCKET NO. T-03406A-00-1055

AZ CORP COMMISSION
DOCUMENT CONTROL

AMENDMENT NO. 7 TO THE INTERCONNECTION AGREEMENT

BETWEEN

ESCHELON TELECOM OF ARIZONA, INC.

AND

QWEST CORPORATION

IN

ARIZONA

This Amendment No. 7 (Amendment) is made and entered into between Eschelon Telecom of Arizona, Inc. (Eschelon) f.k.a. Advanced Telecommunications, Inc. and Qwest Corporation (Qwest) f.k.a. U S WEST Communications, Inc.

Eschelon and Qwest entered into an Interconnection Agreement (Agreement) for service in the state of Arizona which was approved by the Arizona Corporation Commission (Commission) on April 28, 2000, in Docket Nos. T-01051B-00-0109 and T-03406A-00-0109, Decision No. 62489. The parties now wish to amend the Agreement as provided in this Amendment, the terms of which are attached.

INTERCONNECTION AGREEMENT AMENDMENT TERMS

This Amendment Agreement ("Amendment") is made and entered into by and between Eschelon Telecom, Inc., and its subsidiaries, ("Eschelon") and Qwest Corporation ("Qwest") (collectively, the "Parties") on this 15th day of November, 2000.

The Parties agree to file this Amendment as an amendment to all Interconnection Agreements ("Agreements" and, singularly, "Agreement") that they are currently operating under or that they may enter into prior to December 31, 2005, with the Amendment containing the following provisions:

1. This Amendment is entered into between the Parties based on the following conditions, with such conditions being integrally and inextricably a material part of this agreement:

1.1 Within 30 days of the Parties' execution of this Amendment, Eschelon agrees to have purchased, and to continue to purchase throughout the terms of this Amendment, at least 50,000 access lines from Qwest (throughout the 14-state area where Qwest is an incumbent local exchange carrier), all of which are to be business lines, not residential lines. "Access lines" include lines purchased for unbundled loops, whether purchased alone or in combination with other network elements

1.2 Qwest and Eschelon agree, that within 30 days of the Parties' execution of this Amendment, they will execute an agreement, on a region-wide basis, for the exchange of local traffic, including Internet-related traffic, on a "bill and keep" basis, that provides for the mutual recovery of costs through the offsetting of reciprocal obligations for local exchange traffic that originates with a customer of one company and terminates to a customer of the other company provided, however, that these provisions will not affect or avoid the obligations to pay the rates set out on Attachment 3.2.

1.3 The Parties wish to establish a business-to-business relationship and have agreed that they will attempt to resolve all differences or issues that may arise under the Agreements or this Amendment under an escalation process to be established between the Parties.

1.4 The Parties agree that the terms and conditions contained in this Amendment are based on Eschelon's current characteristics, which include service to business and Centrex-related customers and includes a fair representation of all businesses, with no large proportion of usage going to a particular type of business.

1.5 The Parties agree that the terms and conditions contained in this Amendment are based on the characteristics of Eschelon's service, which does not include identifiable usage by any particular type of user.

1.6 This Amendment shall be deemed effective on October 1, 2000, subject to approval by the appropriate state commissions, and the Parties agree to implement the terms of the Amendment effective October 1, 2000. This Amendment will be incorporated in any future Agreements, but nothing in any new Agreement will extend the termination date of this Amendment or its terms beyond the term provided herein. Nothing in this Amendment will extend the term of any existing interconnection agreement. This Amendment and the underlying Agreements shall be binding on Qwest and Eschelon and their subsidiaries, successors and assigns.

1.7 In interpreting this Amendment, all attempts will be made to read the provisions of this Amendment consistent with the underlying Agreements and all effective amendments. In the event that there is a conflict between this Amendment and an Agreement or previous amendments, the terms and conditions of this Amendment shall supersede all previous documents.

1.8 Except as modified herein, the provisions of the Agreements shall remain in full force and effect. This Amendment may not be further amended or altered except by written instrument executed by an authorized representative of both Parties. This specifically excludes amendments resulting from regulatory or judicial decisions regarding pricing of unbundled network elements, which shall have no effect on the pricing offered under this Amendment, prior to termination of this Amendment.

1.9 The Parties intend that this Amendment be effective as of October 1, 2000, and have executed the Agreement in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.10 Unless terminated as provided in this section, the term of this Amendment is from October 1, 2000 until December 31, 2005. This Amendment can be terminated only in the event that both Parties agree in writing.

1.11 In the event of termination, the pricing, terms, and conditions for all services and network elements purchased under this Amendment shall immediately be converted, at the option of Eschelon, to either prevailing prices for combinations of network elements, or to retail services purchased at the prevailing wholesale discount. In either case, if and to the extent conversion of service is necessary, reasonable and appropriate cost based nonrecurring conversion and/or nonrecurring charges will apply.

1.12 All factual preconditions and duties set forth in this Amendment are intended to be, and are considered by the Parties to be, reasonably related to, and dependent upon each other.

1.13 To the extent any Agreement does not contain a force majeure provision, then if either Party's performance of this Amendment or any obligation under this Amendment is prevented, restricted or interfered with by causes beyond such Parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism

which reasonable precautions could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal, state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes or work stoppages or material vendor failures, or cable cuts, then such Party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure").

1.14 Neither Party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other Party, without the prior written consent of the other Party.

1.15 This Amendment may be executed in counterparts and by facsimile.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Eschelon agrees to the following:

2.1 To pay Qwest \$10 million to convert to the Platform and to be released from any termination liabilities associated with Eschelon's existing contracts for resold services with Qwest as set out in the Attachment to section 3.2.

2.2 To purchase from Qwest during the term of this Amendment, at least \$150 million worth of services and elements (the "Services"). Based on all the terms and conditions contained herein, including the purchase commitment of \$150 million, Eschelon may also purchase from Qwest, on a Platform basis and at retail rates, DSL and voice messaging service.

2.3 As set forth in section 1.1 of this Amendment, Eschelon agrees to purchase from Qwest, during each of the five calendar years of this Amendment, a minimum of 50,000 business access lines, and to maintain on Qwest access lines to end users at least 80% (in terms of physical facilities) of Eschelon's local exchange service in the region where Qwest is the incumbent local exchange carrier. In addition, by December 31, 2001, Eschelon agrees that at least 1000 business access lines will be maintained in at least eight of the eleven markets (Minneapolis, St. Paul, Seattle, Tacoma, Portland, Salem, Eugene, Denver, Boulder, Salt Lake City, Phoenix) in which Eschelon is doing business and Qwest is the incumbent local exchange carrier. Eschelon further agrees that it will meet or exceed the following schedule of growth in its purchase of business access lines:

YEAR	AGREED LINE COUNTS AND	ANNUAL PERCENTAGE GROWTH OF AGREED LINE COUNTS
end of 2000	50,000 lines	
2000 – 2001	80,000 lines	60%
2001 – 2002	110,000 lines	37%
2002 – 2003	140,000 lines	27%
2003 – 2004	170,000 lines	21%
2004 – 2005	200,000 lines	18%

The growth in lines identified above refers to end of the year agreed line counts. This minimum line commitment will be reduced proportionally in the event Qwest sells any exchanges where it is currently the incumbent local exchange service provider, but only to the extent that any such sale materially impacts Eschelon's purchase of access lines from Qwest. For purposes of this provision, access lines include lines purchased for unbundled loops, whether purchased alone or in combination with other network elements.

2.4 To place orders for the Products offered in this Amendment, and for features associated with such product, Eschelon will use one of the electronic interfaces offered by Qwest.

2.5 During the term of the Amendment, Eschelon and Qwest will adopt and follow a bill and keep arrangement for reciprocal compensation, as described in section 1.2. In addition, Eschelon agrees to be financially responsible, and make arrangements with other carriers, for any reciprocal compensation and switched access charges for traffic between Eschelon and carriers other than Qwest.

2.6 Within the 14-state region wherein Qwest serves as the incumbent local exchange carrier, Eschelon agrees: (a) to operate in, and to continue operating in, at least eleven markets within the 14-state region; (b) that the next six new markets that it enters will be within the 14-state region; and (c) to operate in, and to continue operating in, all of the Tier 1 cities in the 14-state region (Minneapolis/St. Paul, Salt Lake City, Denver, Phoenix, Seattle, and Portland). In the event Qwest sells any exchanges in any of the markets where it is the incumbent local exchange carrier and where Eschelon is currently operating or can sufficiently demonstrate an intent to commence operations, the Parties agree to reasonably adjust these requirements accordingly.

2.7 To provide Qwest accurate daily working telephone numbers of Eschelon customers to allow Qwest to provide daily usage information to Eschelon so that Eschelon can bill interexchange or other companies switched access or other rates as appropriate.

2.8 Beginning January 1, 2001, to provide Qwest with rolling 12 month forecasted volumes, including access line volumes, to the central office level, updated quarterly, and where marketing campaigns are conducted.

2.9 To hold Qwest harmless in the event of disputes between Eschelon and other carriers regarding the billing of access or other charges associated with usage measured by a Qwest switch, provided that Qwest cooperates in any investigation related to such a dispute to the extent necessary to determine the type and accuracy of such usage.

2.10 For at least a one-year period, Eschelon agrees to pay Qwest for the services of a Qwest dedicated provisioning team to work on Eschelon's premises.

2.11 For at least a six week period, Eschelon agrees to participate with Qwest in a loop cutover trial.

3. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 2, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to the following:

3.1 In consideration for Eschelon's agreement in section 2.1 of this agreement, to waive and release all charges associated with conversion from resold services to the unbundled network platform and for terminating Eschelon contracts for services purchased from Qwest for resale as described in this Amendment.

3.2 To provide throughout the term of this Amendment the Platform described herein and in Attachment 3.2, regardless of regulatory or judicial decisions on components, including pricing, of an unbundled network element platform, upon the rates, terms and conditions in the Attachment to section 3.2.

3.3 To provide daily usage information to Eschelon for the working telephone numbers supplied to Qwest by Eschelon, so that Eschelon can bill interexchange or other companies switched access or other rates as appropriate.

3.4 As described in section 1.2 of this agreement, to reach agreement and remain on a "bill and keep" basis for the exchange of local traffic and Internet-related traffic with Eschelon, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2005.

3.5 To provide electronic interfaces to adequately support the product described in the Attachment to section 3.2.

Eschelon Telecom, Inc.


Authorized Signature

Richard A. Smith
Name Printed/Typed

President and COO
Title

12/4/00
Date

Qwest Corporation

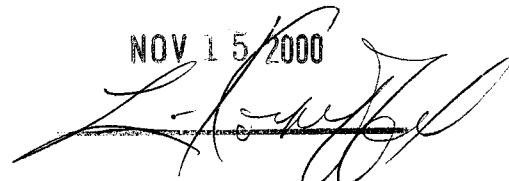

Authorized Signature

Audrey McKenney
Name Printed/Typed

SVP Wholesale Markets
Title

11/15/00
Date

Approved as to legal form

NOV 15 2000


Attachment 3.2

- I. Performance by Eschelon of the covenants and agreements in sections 1 and 2 of the Amendment to which this Attachment is a part.
- II. Performance by Qwest of the covenants and agreements in sections 1 and 3 of the Amendment to which this Attachment is a part.
- III. State rates for lines, adjustments, charges, other terms and conditions, included and excluded platform features, are at the end of this attachment, and are subject to and clarified by the following:
 - A. In determining statewide usage Eschelon agrees to allow Qwest to audit its records of usage of the platform on a quarterly basis (or other agreed upon measurement period). If statewide average usage exceeds the 525 originating local minutes per month per line for a three month period (or such other agreed upon measurement period) on a state-by-state basis, all platform service shall be increased by the appropriate increment. The first incremental audit will be conducted during December 2000 (or at such other time as the Parties mutually agree). If average usage is above 525 originating local minutes on a statewide basis, the incremental usage element will not be applied for January, February and March usage for that state. The second incremental audit will be conducted in March of 2001 based upon December, January and February usage (or at such other time as the Parties mutually agree). If the average statewide usage is above 525 originating local minutes for that quarter, then the appropriate increment usage element(s) will be applied to April, May and June usage for that state. All audits will follow on a rolling quarterly basis (or other agreed upon measurement period), and all increments shall be applied on a rolling basis. Qwest will review with Eschelon the results of its audits of the local usage, and provide Eschelon with its audit reports, if any.
 - B. The rates provided for by this platform do not apply to usage associated with toll traffic. Additional local usage charges will apply to usage associated with toll traffic.
 - C. Platform rates include only one primary directory listing per telephone number.
 - D. Voice messaging service and DSL service are available in combination with Platform orders at retail rates, and such availability is conditioned on paragraph I above.
 - E. Rates associated with miscellaneous charges, or new governmental mandates, shall be passed through to Eschelon, as appropriate.
 - F. The Platform rates provided for in this Amendment shall only apply to

Attachment 3.2

additions to existing CENTREX common blocks established prior October 1, 2000, and only apply to business local exchange customers served through the unbundled network element platform where facilities exist. Appropriate charges for any new CENTREX-related services or augments where facilities do not exist will apply. This Amendment only applies to platform services provided for business users and users of existing CENTREX common blocks. Qwest will not provide Eschelon any new CENTREX common blocks.

- G. Any features or functions not explicitly provided for in this Amendment shall be provided only for a charge (both recurring and nonrecurring), based upon established rates and only in accordance with the terms and conditions of the appropriate tariff or Agreement for the applicable jurisdiction.
- H. Beginning January 1, 2001, Eschelon shall provide Qwest with rolling 12 month forecasted volumes, including access line volumes, to the central office level, updated quarterly, and where marketing campaigns are conducted.

Attachment 3.2

PRICES FOR OFFERING

STATE	PLATFORM RECURRING	ADDITIONAL CHARGE FOR EACH 50 MINUTE INCREMENT > 525 ORIGINATING LOCAL MOU/MONTH PER LINE
AZ	30.80	0.280
CO	34.00	0.295
ID	33.15	0.295
MN	27.00	0.205
ND	28.30	0.260
NE	35.95	0.300
NM	27.15	0.140
OR	26.90	0.170
UT	22.60	0.270
WA	24.00	0.195

Features (in all forms of the following, except as part of an enhanced service) included in flat-rated UNE-Business

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long – Customer Change
Station Dial Conferencing (6 way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Forwarding Variable Remote
Call Park (Basic – Store & Retrieve)
Message Waiting Indication A/V

Attachment 3.2

Features in all forms of the following, except as part of an enhanced service) included in existing Centrex Common Blocks

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long – Customer Change
Station Dial Conferencing (6-Way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Park (Basic – Store & Retrieve)
Message Waiting Indication A/V
Centrex Management System (CMS)
Station Message Detail Recording (SMDS)
Data Call Protection
Hunting
Individual Line Billing
Intercept
Intrasystem Calling
Intercom
Night Service
Outgoing Trunk Queuing
Line Restrictions
Touch Tone
Directed Call Pickup
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Exhibit 4

**Amendment No. _____ to the Interconnection Agreement
Between Eschelon Telecom, Inc.
and Qwest Corporation
in the State of ARIZONA**

This Amendment No. _____ ("Amendment") is made and entered into by and between Eschelon Telecom, Inc. ("Eschelon") and Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest"). Eschelon and Qwest may be referenced through this Amendment as the "Parties."

Recitals

WHEREAS, Eschelon and Qwest entered into that certain Interconnection Agreement for service in the state of ARIZONA, which was approved by Commission on 4-28-00 (the "Agreement"); and

WHEREAS, Eschelon and Qwest wish to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, the Parties agree to the following:

Amendment

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Purpose.

This Amendment is for the purpose of amending the monthly recurring charges provided in connection with the Unbundled Network Element Platform ("UNE-P") and the features available on a flat-rated basis with UNE-P.

2. Amendment Terms

The Agreement is amended by adding the following paragraphs:

2.1 The rates and features attached to Attachment 3.2 to the Interconnection Agreement Amendment Terms between Qwest and Eschelon, dated November 15, 2000, are deleted and replaced with rates and features attached hereto.

2.2 Basis for Charges. Eschelon has provided to Qwest forecasts of Eschelon's feature usage. That feature usage reflects Eschelon's anticipated demand for its specific product offerings, such as Eschelon Advantage, and the nature of Eschelon's customer base, which includes small to medium business customers in several of Qwest's markets. The features included in the flat-rated UNE-P Business recurring rates reflect Eschelon's current and projected feature

usage. If actual usage changes materially, the Parties agree to negotiate in good faith any changes in the rate necessary to account for such change. As part of this Amendment and based on Eschelon's customer profile and anticipated feature usage, Eschelon may purchase Advanced Intelligent Network ("AIN") features to be placed on UNE-P at retail rates not to exceed commission approved rates, including recurring and non-recurring charges, if any.

3. Effective Date

This Amendment shall be deemed effective upon approval by the Arizona Corporation Commission; however, the Parties agree to implement the provisions of this Amendment effective on July 1, 2001.

4. Further Amendments

Except as provided in this Amendment, the provisions of the Agreement (as previously amended) shall remain in full force and effect. Except as provided in the Agreement, this Amendment may be further amended or altered only by a written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Eschelon Telecom, Inc.

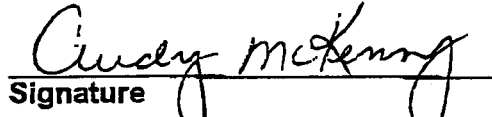

Signature

Richard A Smith
Name Printed/Typed

President and COO
Title

July 31, 2001
Date

Qwest Corporation


Signature

Audrey McKenney
Name Printed/Typed

SUP - Wholesale Mkts
Title

July 31, 2001
Date

AMENDED ATTACHMENT 3.2

PRICES FOR OFFERING

STATE	PLATFORM RECURRING	ADDITIONAL CHARGE FOR EACH 50 MINUTE INCREMENT > 525 ORIGINATING LOCAL MOU/MONTH PER LINE
AZ	31.15	0.280
CO	34.35	0.295
ID	33.50	0.295
MN	27.35	0.205
ND	28.65	0.260
NE	36.30	0.300
NM	27.50	0.140
OR	27.25	0.170
UT	22.95	0.270
WA	24.35	0.195

Exhibit A sets forth features that are included in the flat-rated UNE-P Business Recurring Rate, in all forms of those features (except as part of an enhanced service).

EXHIBIT A

Features Available On Various Service Platforms And Included In The Flat Rated UNE-P Business Recurring Charge (except as noted below)

	1FB POTS	1FB POTS w/CCMS	CTX21	Centron	Centrex *
Call Hold (Hard)		X	X	X	X
Consultation Hold (Soft)		X	X	X	X
Call Transfer	X	X	X	X	X
3-way Calling	X	X	X	X	X
Call Pickup (Group and Station)		X	X	X	X
Call Waiting/Cancel Call Waiting	X	X	X	X	X
Distinctive Ring	X	X	X	X	X
Speed Call Long - Customer Change	X	X	X	X	X
Station Dial Conferencing (6way)		X	X	X	X
Call Fwd Busy Line	X	X	X	X	X
Call Fwd Busy Line Expanded	X	X	X	X	X
Call Fwd Busy Line / Don't Answer	X	X	X	X	X
Call Fwd Don't Answer	X	X	X	X	X
Call Fwd Busy (External) Don't Answer	X	X	X	X	X
Call Fwd Busy (Overflow) Don't Answer	X	X	X	X	X
Call Fwd Busy External	X	X	X	X	X
Call Fwd Variable	X	X	X	X	X
Call Park			X	X	X*
MWI A/V	X	X	X	X	X
Centrex Management System (CMS)				X	X
Station Message Detail Recording (SMDR)				X	X
Hunting	X	X	X	X	X
Individual Line Billing	X	X	X	X	X
Intercept	X	X	X	X	X
Intrasystem Calling				X	X
Intercom				X	X
Night Service				X	X
Outgoing Trunk Queuing				X	X
Line Restrictions**				X	X
Touch Tone	X	X	X	X	X
AIDD	X	X	X	X	X
Dial 0				X	X
DID				X	X
DOD				X	X
Automatic Call Back Ring Again				X	X
Executive Busy Override				X	X*
Last Number Redial				X	X*
Make Set Busy				X	X
Network Speed Call				X	X*
Collect & 3rd Party Block	X	X	X	X	X
Custom Ringing	X	X	X	X	X
3-Way Call Blocking	X				
Business Complete a Call	X	X	X	X	X
Complete A Call Block	X	X	X	X	X
CLASS					
Anonymous Call Rejection	X	X	X	X	X
Call # Delivery Blocking (CID Blocking)	X	X	X	X	X
Call Trace Blocking	X	X	X	X	X
CID # only	X	X	X	X	X
CID Name & Number	X	X	X	X	X
CID on CV	X	X	X	X	X
Continuous Redial	X	X	X	X	X
Continuous Redial Blocking	X	X	X	X	X
Last Call Return	X	X	X	X	X
Last Call Return Blocking	X	X	X	X	X
Priority Calling	X	X	X	X	X
Selective Call Forwarding	X	X	X	X	X
Selective Call Rejection	X	X	X	X	X
Listings					
Primary Listing	X	X	X	X	X
Additional Listing (CLT)	X	X	X	X	X
Foreign Directory Listing (FAL)	X	X	X	X	X
If No Answer Listing (FNA)	X	X	X	X	X
Joint User Listing (JUL)	X	X	X	X	X
Non Listing No Change (NLE)	X	X	X	X	X
Non Listing (NLT)	X	X	X	X	X
Non Published No Change (NP3)	X	X	X	X	X
Non Published (NPU)	X	X	X	X	X
Extra Line Listing (XLL)	X	X	X	X	X
Change Listing, Business Client (LBS)	X	X	X	X	X

The Following Are Available At Retail Rates Not to Exceed Commission Approved Rates

AIN @ Retail

Remote Access Forwarding (AFD)	X	X	X	X	X
Scheduled Forwarding (ATF)	X	X	X	X	X
Dial Lock (OCA)	X	X	X	X	X
Do Not Disturb (DNT)	X	X	X	X	X

*New features that require special assembly will be assessed a one-time, cost-based special assembly charge not to exceed commission approved rates.
 **Existing quantities are grandfathered. New quantities will be billed at appropriate rates.

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Exhibit 5

INTERCONNECTION AGREEMENT AMENDMENT

McLeodUSA Telecommunications Services, Inc. ("McLeod") and Qwest Corporation ("Qwest") (collectively, the "Parties") are signatories to an Interconnection Agreement in the State of Arizona. That Interconnection Agreement has been amended by the Parties from time to time, including an Amendment approved on or about February 2, 2001. The Parties agree to amend that Amendment as follows:

In the body of the Amendment, add the following at the end of Section 1.11:

"In accordance with Section 1.10, Qwest hereby gives advance written notice of the termination of this Amendment, effective December 31, 2003. The parties agree to meet to discuss McLeodUSA's (as defined in this Agreement, as amended) conversion plans no later than July 1, 2003.

In the event that McLeodUSA does not, by December 31, 2003, convert some or all of its services, as described in this Section 1.11, the prices set forth in Attachment 3.2 of the Interconnection Agreement Amendment Terms, dated October 26, 2000, ("Prior Amendment") and not the prices set forth on Attachment 3.2 hereto, shall apply to all such services that McLeodUSA has failed to so convert. Nothing contained herein shall be construed as agreement or assent on the part of Qwest to provide to McLeodUSA, or any other party, subsequent to December 31, 2003, the services known as "UNE-M" described in and made available pursuant to the Prior Amendment; provided, such services shall continue to be provided to McLeodUSA during a commercially reasonable conversion period."

In Attachment 3.2, under the heading "Prices for Offering", replace the "Platform recurring" rates column with the following:

Platform recurring rates,
effective on September 20, 2002 and ending December 31,
2003:

AZ	\$ 20.61
CO	27.05
IA	22.47
ID	26.25
MN	24.50
MT	31.85
ND	22.54
NE	22.06
NM	26.86
OR	26.90
SD	28.45
UT	21.86
WA	21.16
WY	32.29

Apart from the foregoing, all other terms and conditions of the IA, as amended,
including without limitation, the term thereof, shall remain unchanged and in full force
and effect.

McLeodUSA Telecommunications
Services, Inc.


Authorized Signature

David R. Conn
Name Printed/Typed

Vice President
Title

September 19, 2002
Date

Qwest Corporation


Authorized Signature

LT Christensen
Name Printed/Typed

Director Bus Policy
Title

9/19/02
Date

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Exhibit 6



October 29, 2002

By facsimile and prepaid overnight express service

R. Steven Davis
Senior Vice President, Policy and Law
and Deputy General Counsel
Qwest Corporation
1801 California Street
Denver, CO 80202
(303.992.1724)

Heidi Higer
Director Interconnection Compliance
Qwest Corporation
1801 California Street, Suite 2410
Denver, CO 80202
(303.965.4667)

Re: Opt-In Request

Dear Mr. Davis and Ms. Higer:

Pursuant to Section 252(i) of the Telecommunications Act of 1996, Eschelon Telecom, Inc. requests that the pricing terms listed below from the recent Interconnection Agreement Amendment between Qwest Corporation and McLeodUSA, concerning UNE-P, be made available to Eschelon.

On or about September 19 or 20, 2002, Qwest filed, with the state commissions, an Amendment to its Interconnection Agreement with McLeod, for approval under Section 252(e). Page 2 of that Amendment (attached) replaced a portion of Attachment 3.2 of the McLeod/Qwest Amendment dated October 26, 2000. Eschelon requests to opt-in to page 2 of the amendment to Attachment 3.2 of the Qwest-McLeod Interconnection Agreement, consisting of Platform recurring rates that are effective from September 20, 2002, until December 31, 2003. (See attached.)

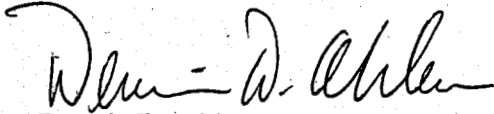
Eschelon requests that page 9 of Attachment 3.2 of Eschelon's Interconnection Agreement Amendment terms with Qwest, dated November 15, 2000, be amended to add the rates in the attached page from the McLeod Amendment to the end of the "Platform

R. Steven Davis
Heidi Higer
October 29, 2002
Page 2

recurring rates" column, under the heading "Prices for Offering," and to indicate the specified time period within the term of the Eschelon Amendment that the McLeod Amendment rates apply (e.g., effective as of September 20, 2002), as noted on page 2 of the McLeod Amendment. Eschelon's request applies to the states of Minnesota, Utah, Colorado, Arizona, Washington, and Oregon.

Please respond to this request in writing on or before November 8, 2002.

Sincerely,



Dennis D. Ahlers
Senior Attorney
Eschelon Telecom, Inc.
612.436.6249

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street
Denver, CO 80202

Dr. Burl Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

J. Jeffery Oxley
Bill Markert

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Exhibit 7



November 8, 2002

Eschelon Telecom, Inc.
Dennis D. Ahlers, Esq.
Senior Attorney
730 Second Avenue South
Suite 1200
Minneapolis, MN 55402

Dear Mr. Ahlers:

I am writing in response to your October 29, 2002 letter to Steve Davis and Heidi Higer regarding the interconnection amendments between Qwest Corporation ("Qwest") and McLeodUSA (the "McLeod Amendments") that were filed in September 2002. Your letter requests that pursuant to Section 252(i) of the Telecommunications Act of 1996 Eschelon's existing interconnection agreement with Qwest be amended to add the rates included in the amended interconnection agreements between Qwest and McLeod. Qwest takes seriously its obligations under the Act, including Section 252(i), and would be delighted to discuss further Eschelon's request, and to work with Eschelon to better meet its needs.

As you know, Section 252(i) permits a telecommunications carrier to request any individual service, interconnection or network element arrangement contained in any interconnection agreement that has been filed and approved by the state commission. Although neither the Act, nor the FCC's implementing regulations, require the requesting carrier to take the entire agreement between the ILEC and the initial CLEC, they likewise do not permit the requesting carrier to select among particular rates, terms and conditions applicable to an individual arrangement. Rather, the requests authorized under Section 252(i) are those for particular arrangements, including the terms and conditions applicable thereto, not individual provisions within those arrangements. Even if that language were ambiguous – which it is not – any doubt would be removed by the further language in Section 252(i) that requesting carriers receive individual arrangements "upon the same rates, terms and conditions" as the original party to the agreement See 47 C.F.R. 51.809(a).

The rates in the McLeod agreement apply to the service offered pursuant to that agreement, not to the service offered in another agreement. In this regard, Qwest notes that the features and functions of the service that is the subject of the existing Qwest-Eschelon interconnection agreement differ in certain respects from the service that is the subject of Qwest's agreement with McLeod. For example, under its current agreement, Eschelon is provided CLASS features and additional types of directory listings. In

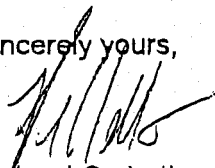
Eschelon Telecom
Dennis Ahlers
November 8, 2002
Page 2

addition, as noted above, the express terms of Section 252(i) and the FCC Rule 51.809(a) condition Eschelon's right to receive the rates in the McLeod agreement on Eschelon's agreement to the same terms and conditions. This would include, for example, the volume commitments set forth in section 2.3 of the Qwest-McLeod interconnection agreement and its December 31, 2003 termination date.

We are unable to ascertain from your letter (a) whether Eschelon understands that the service it would be receiving if it chose to opt-in to the McLeod agreement would differ from the service it is receiving today, and (b) whether Eschelon would agree to the same terms and conditions to which McLeod has agreed. If so, please contact Larry Christensen, at 303-896-4686, to initiate the necessary arrangements, including appropriate contractual amendments. Qwest will act expeditiously to accommodate any such request.

Please do not hesitate to contact me should you have any other questions.

Sincerely yours,



Richard Corbetta
Corporate Counsel
Qwest Law Department

cc: Dr. Burl Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

J. Jeffery Oxley
730 Second Avenue South
Suite 1200
Minneapolis, MN 55402

Bill Markert
730 Second Avenue South
Suite 1200
Minneapolis, MN 55402

Steven Davis
Heidi Higer



Qwest
1801 California Street, Suite 3800
Denver, Colorado 80202
Phone 303 672-2974
Facsimile 303-295-6973

Blair Rosenthal
Corporate Counsel

February 14, 2003

Mr. Dennis D. Ahlers
Eschelon Telecom, Inc.
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

Dear Dennis:

This letter is in response to your January 16, 2003 letter to Rich Corbetta initiating additional questions about your request to opt-in to the McLeod Amendment. Please note that I have assumed Rich's responsibilities. It is unfortunate that Eschelon interpreted Rich's earlier letter as a rejection of Eschelon's opt-in request. Qwest will allow Eschelon to obtain the McLeod rates, but to obtain the rates, Eschelon must also opt-in to the same service (and associated terms and conditions) to which those McLeod rates apply. As indicated in our earlier response, Qwest was not able to determine from your request whether Eschelon in fact intended to change the service offering Qwest currently provides Eschelon.

Though I am sure you must already have a copy of the McLeod Amendments by the nature of your request, I can send you a copy of the Amendments if you would like. If you compare those Amendments to your current Agreements, you will readily see numerous differences.

I suggest that after you have reviewed the agreements, and assuming you wish to continue to pursue the opt-in request, we would be happy to set up a call to discuss the specific issues of your request. Once again, please contact Larry Christensen, Director - Interconnection Agreements, on 303-896-4686 to initiate a meeting.

Sincerely yours,

Blair Rosenthal
Corporate Counsel